BOARD APPROVED
JUNE 11, 2019

SAN LEANDRO UNIFIED SCHOOL DISTRICT

Administrative Office
835 E. 14th Street, San Leandro, CA 94577
510-895-4199

This MEMORANDUM OF UNDERSTANDING (MOU), dated as of June 11, 2019 (Effective Date), and is between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and the SAN LEANDRO BOYS AND GIRLS BGCSL (BGCSL) for the 2019-2020; 2020-2021; and 2021-2022 school years.

RECITALS

A. The DISTRICT and BGCSL intend to implement and operate jointly an after school program that meets the requirements of California Proposition 49, the After School Education and Safety Program (ASES), Education Code Sections 8482 to 8484.6 and any subsequent laws and regulations for John Muir Middle School; Bancroft Middle School; Jefferson Elementary School; Monroe Elementary School; Washington Elementary School; Wilson Elementary School; Garfield Elementary School; and McKinley Elementary School. All programs will be implemented on the school sites. The purpose of this MOU is to set forth terms and conditions on which the DISTRICT and BGCSL will operate the ASES program.

B. It is the intention of the parties that the BGCSL will assist the above named school sites to maximize the funding resources available to support and sustain the ASES program.

C. Shared Vision: All participating students are prepared, motivated and inspired by their connection with caring adults; quality academic support and an array of engaging and enriching learning activities after school.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1 Employment of After School Program Staff

1.1 The BGCSL will employ and administratively supervise all ASES program staff. The DISTRICT will provide a District Liaison to help oversee the smooth operation of the program including ensuring that all reporting deadlines are met.

1.2 Recruitment: The BGCSL will recruit and screen potential staff members for the ASES program. The decision to hire such staff will be made by the BGCSL Director of Operations as an agent of the BGCSL and conditional on the prospective staff member meeting the requirements of employment as put forth by the BGCSL; and the staff in the ASES program will meet, at the least, the requirements for an paraeducator.

1.3 Screening: The BGCSL will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for each ASES staff member will be conducted pursuant to the regulations already in use by the BGCSL Personnel Policies and Practices. By execution of this MOU, the DISTRICT and BGCSL acknowledge that Education Code Section 45125.1 applies services under the ASES PROGRAM. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check.

1.3.1 BGCSL expressly acknowledges that:

1.3.1.1 BGCSL and all of BGCSL's employees and contractors working on the school site must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1;

1.3.1.2 BGCSL shall not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony;

1.3.1.3 BGCSL shall certify in writing to the DISTRICT that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony;

1.3.1.4 BGCSL shall provide to DISTRICT a list of names of its employees who may come in contact with students. The BGCSL shall fulfill these requirements at its own expense.

1.3.1.5 Volunteers in the ASES Program will abide by the District's Volunteer Policy.

1.4 Specific Employee Issues: BGCSL Personnel Policies and Practices will not apply to DISTRICT staff under this MOU. Policies regarding terms of employment will be incorporated in a contract with each employee, which will specify holidays, salaried or hourly compensation, and days of work to conform to site-specific requirements for each school site.

1.5 Employee Evaluation: The DISTRICT will evaluate the District Coordinator. The District Coordinator and Site Administrators will advise the BGCSL regarding the day-to-day performance of the program and staff when necessary. The BGCSL will be responsible for and shall implement all procedures involving BGCSL employee evaluation, compensation decisions and disciplinary actions for BGCSL employees including the Director of Operations, Site Coordinators, Program

Coordinators as well as other BGCSL employees, with the advice of the DISTRICT.

2 Responsibilities of the DISTRICT under this MOU

2.1 The DISTRICT shall provide a daily snack that complies with ASES program requirements for every student enrolled in the program.

2.2 The DISTRICT will provide adequate space at each School Site, including use of multi-purpose room, classrooms and chromebooks.

2.3 The DISTRICT will allow the BGCSL access to student performance data as reasonably required to implement an effective ASES program.

2.4 The DISTRICT will provide and document the local matching funds required by the ASES program by providing free use of facilities, and other in-kind or cash contribution that may be required by ASES

2.5 The DISTRICT will provide custodial services for the PROGRAM space at the District's expense up to amounts necessary for the DISTRICT to comply with the local match requirement for ASES.

2.6 The DISTRICT will provide a point of contact person between the regular school day program and the after school PROGRAM at each site.

2.7 Provide for distribution of materials and publications prepared by BGCSL and approved by the DISTRICT to students and families of the DISTRICT.

2.8 Collaborate with the BGCSL on the integration of the after school PROGRAM with the DISTRICT's Regular Day Program and share responsibility for program quality.

2.9 Follow and complete all California Department of Education and ASES required fiscal reporting and audit standards.

3 Responsibilities of the BGCSL under this MOU

3.1 The BGCSL shall provide a program in compliance with the ASES Grant and applicable laws and regulations and that insures that the program contains a balance of components including Academics, Enrichment and Recreation.

3.2 The BGCSL will provide the following management and human resources services to the DISTRICT and the School Sites for the entire term of this MOU:

3.2.1 All depository, accounting, and financial reporting as are required by the individual School Sites and the DISTRICT;

3.2.2 Payroll and benefits program and management for all contracted ASES program staff members employed by the BGCSL;

3.2.3 Personnel supervision and discipline within the parameters of its employment contracts and any specific agreements with the DISTRICT and other Community Based Organizations.

3.2.4 The BGCSL will employ one full time (30 hours/week) Site Director and a minimum of four part time program staff at each site.

3.2.5 The BGCSL will maintain a ratio of students to employee of 20:1.
3.2.6 The BGCSL shall use no more than the maximum allowable portion of ASES funds on administrative costs.

3.3 The BGCSL shall be responsible for intake of fees, registration of all ASES participants and the management of all registration information with DISTRICT collaboration. The DISTRICT will assist the BGCSL with ASES related administrative support.
3.3.1 The BGCSL will submit registration lists to the DISTRICT in a timely fashion and provide updated lists on a regular, on-going basis.
3.3.2 Fees taken in as revenue shall be counted as income for the Boys and Girls BGCSL to be applied to the ASES Program only. Bi-annual reports shall be submitted to the district to show revenue amounts.
3.3.3 No student shall be excluded from participation based on the inability to pay fees in accordance with proposition 49 guidelines. This shall also include immediate enrollment for homeless and Foster Youth students.

3.4 To the extent that the BGCSL is required to submit records or information to the DISTRICT to confirm, obtain, or maintain funding, such records shall be prepared by the BGCSL in conformance with District procedures and State requirements, including but not limited to: Attendance Reporting, Expenditure Reporting, Budgets and Budget Revision Requests, and Evaluation Reports.

3.5 The BGCSL shall cooperate fully with the DISTRICT in application for funds made by the DISTRICT on behalf of the ASES program and the BGCSL agrees to comply with all regulations related to expenditures and receipt of such funds.

3.6 Evaluate implementation of the PROGRAM and provide an annual report to the DISTRICT concerning compliance with each requirement of the ASES PROGRAM as well as any other data and information required by the ASES PROGRAM and related laws and regulations.

3.7 It is expressly agreed that the BGCSL shall have no authority to make any contract or binding promise of any nature on behalf of the DISTRICT, whether oral or written, without the express written consent of the DISTRICT.

4 <u>Training and Planning</u>

4.1 The DISTRICT will invite all ASES staff members to participate in all in-service training offered to the employees of the DISTRICT and will be invited to participate in those planning activities and case review meetings as are reasonably determined by the District Coordinator to be relevant to the work of the ASES program. The BGCSL will invite employees of the DISTRICT who are actively engaged in the program to training programs conducted by or for the BGCSL ASES program staff

members. BGCSL site coordinators will regularly and actively participate in the site collaborative meetings, including but not limited to site staff meetings.

5 Compensation and Reports

5.1 The BGCSL will require compensation equaling 85% of the total grant amount for each site in order to perform the duties as described in sections 3.2 and 3.3

5.2 The DISTRICT shall compensate the BGCSL in four payments equal to 25% of the amount per site as described in section 5.1.1 and 5.1.2.

5.2.1 The BGCSL will receive the distribution of funds on or before the following dates each year: August 1, November 1, January 15, April 1.

5.3 Attendance Reporting: The BGCSL will provide to the DISTRICT a monthly attendance report for the school sites named above detailing the number of students enrolled, total daily site attendance and total attendance days per child for that month. Attendance must be provided to the district within the first 10 days of the following month.

5.4 DISTRICT may deduct amounts for any reductions in funding levels by the State for any reason, including but not limited to: reduced funding levels per student/hour, insufficient allowable expenditures, or any other reason.

6 Program Models

6.1 All ASES activities will be provided by the BGCSL Staff and will include a balanced program of academics, enrichment and recreation.

6.2 The programs at each site will be designed utilizing input from students, school staff, parents and other key stakeholders.

6.3 The program will be structured in a "Block Schedule" format. All students will be required to participate. Opting out of participating is not an option.

7 Insurance

7.1 BGCSL shall maintain at its own cost and expense policies of comprehensive liability insurance and property damage insurance coverage as set forth below. The parties agree that DISTRICT, and its officers, agents, employees and representatives shall be specifically named in any and all such policies of insurance as additional named insured's. Any and all policies of insurance maintained by BGCSL pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by DISTRICT and/or its officers, agents, employees and representatives. Additional

insurance may also be obtained as required by BGCSL or as otherwise required by law.

7.1.1 Workers' Compensation.

7.1.2 General Liability and Property Insurance: Comprehensive general liability coverage shall be in the amount of not less than two (2) million dollars - occurrence based. Property coverage shall be for replacement value.

7.1.3 BGCSL shall obtain necessary insurance commensurate with its corporate status and assets.

7.1.4 BGCSL may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance the BGCSL deems appropriate.

8 Indemnification

8.1 BGCSL Obligation: The BGCSL shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this MOU, including, without limitation the loss or damage to any property, or the death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of the BGCSL, its officers, agents, or employees.

8.2 DISTRICT Obligation: The DISTRICT shall indemnify, defend and hold harmless the BGCSL, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this MOU including, without limitation the loss or damage to any property, or the death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of the BGCSL, its officers, agents, or employees.

9 Status of Contract

9.1 This is not an employment contract. Nothing herein shall be construed as creating an employer-employee relationship between the parties.

10 Assignment

10.1 The obligations of BGCSL under this MOU shall not be assigned by BGCSL without the express written consent of DISTRICT.

11 Notices

11.1 The BGCSL shall notify DISTRICT within 5 days of any claim or lawsuit filed against BGCSL that relates to the operation of the ASES PROGRAM at any site where BGCSL provides a program pursuant to this MOU.

11.2 Any notice required by the MOU shall be in writing and shall be conclusively deemed given and received when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the other party at the following respective address, or at such other addresses or to such other persons as the parties may from time to time designate by written notice to the other:

San Leandro Unified School District
Administrative Office
835 E.14th Street Suite 200
San Leandro, CA 94577

San Leandro Boys and Girls BGCSL
401 Marina Boulevard
San Leandro, CA 94577

12 Amendments

12.1 No Amendment to or modification of the MOU shall be effective unless set forth in writing (a side letter) and signed by the parties.

13 Conflict Resolution

13.1 Should a problem arise between the DISTRICT and the BGCSL regarding ASES program philosophy, ASES program delivery, organization expectations, vision, etc., it is expected that both organizations will work diligently together as partners to communicate and resolve the conflict. Terminating this MOU should only be a last resort.

14 Term and Termination

14.1 This MOU shall commence on the effective Date and shall continue until **June 30, 2022** unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration as a result of a breach by the other party of any material term of this MOU. Following receipt of written notice of such a breach, the breaching party shall have thirty (30) calendar days from the date of receipt to cure the breach. If after the thirty days from receipt of the notice the breach has not been resolved, the non-breaching party may terminate this MOU, effective seven (7) calendar days after the notice of termination. Payment for all services rendered to the date of termination shall be due and payable within fifteen (15) calendar days after termination. All reports required to be prepared by the BGCSL and which are outstanding at the date of termination shall be delivered to the DISTRICT within fifteen (15) calendar days after termination.

14.2 This MOU constitutes the entire understanding of the parties and any changes, amendments, or addenda shall be agreed upon in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU as of the date first written above written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Mike McLaughlin, Ed.D
Superintendent of Schools

SAN LEANDRO BOYS AND GIRLS BGCSL

By: _____

Robert Glotch
Executive Director